

1 **ROBERT GRAY WILLIAMS, #068033**

2 **PEREZ, WILLIAMS & MEDINA**

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4 A PARTNERSHIP INCLUDING A LAW CORPORATION

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9 Attorneys for Plaintiffs

10 IN THE UNITED STATES DISTRICT COURT

11 FOR THE EASTERN DISTRICT OF CALIFORNIA

12 9 FRESNO DIVISION

13 10 -00o-

14 11 GUADALUPE CASTANEDA, a minor, by )

15 and through her Guardian ad Litem, )

16 RUMUALDO CASTANEDA; MARIANA )

17 DALLAS, a minor, by and through her )

18 Guardian ad Litem, ALICIA DALLAS; )

19 ELPIDIA HERNANDEZ, a minor, by and )

20 through her Guardian ad Litem, MICAELA )

21 HURTADO; ANDREA MORA, a minor, by )

22 and through her Guardian ad Litem, )

23 LETECIA ORTEGON )

24 )

17 Plaintiffs, )

18 )

19 v. )

20 )

21 ROBERT WENDEL; DALILA )

22 HERNANDEZ; LUCIANA NALDI; )

23 LIVINGSTON HIGH SCHOOL; MERCED )

24 UNION HIGH SCHOOL DISTRICT; )

17 MIKE AKERS; LIVINGSTON POLICE )

18 DEPARTMENT; CITY OF LIVINGSTON )

19 )

20 Defendants. )

21 CASE NO: 1:05-CV-00604-REC-DLB

22 ORDER GRANTING PETITION  
23 TO COMPROMISE DISPUTED  
24 CLAIM OF MINOR

17 Date: April 17, 2006

18 Time: 1:30 p.m.

19 Courtroom: 1

20 Judge: Robert E. Coyle

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Upon the verified Petition of MICAELA HURTADO, hereinafter called petitioner, for approval of the proposed compromise of the above-named minor against ROBERT WENDEL; DALILA HERNANDEZ; LUCIANA NALDI; LIVINGSTON HIGH SCHOOL; and MERCED UNION HIGH SCHOOL DISTRICT hereinafter called payor, the Court finds that the facts set forth in said petition are true and that said compromise is in the best interests of said minor.

**IT IS THEREFORE ORDERED:**

A. That said compromise as set forth in the petition and is hereby approved and that upon performance of the conditions of the settlement as set forth herein below that defendant, ROBERT WENDEL; DALILA HERNANDEZ; LUCIANA NALDI; LIVINGSTON HIGH SCHOOL; and MERCED UNION HIGH SCHOOL DISTRICT, shall be fully and forever released and discharged of and from all claims, charges and demands of said minor arising from the incident mentioned in said petition.

B. Payor shall disburse the proceeds of the settlement hereby approved in the following manner:

By one or more checks or drafts drawn payable by order of petitioner and Perez, Williams & Medina, the petitioners are hereby authorized and directed to pay out of the proceeds of the up-front cash and remaining balance of the advance as follows:

**(1) Settlement Amount:** **\$45,000.00**

**A. TO PEREZ, WILLIAMS & MEDINA  
for Case Costs**

**B. TO PEREZ, WILLIAMS & MEDINA,  
for attorneys' fees  
(25% of \$44,419.60) \$11,104.90**

**TOTAL DEDUCTIONS** \$11,685.30

**NET TO CLIENT:** \$33,314.70

1           That the net sum of \$33,314.70 payable to the minor, ELPIDIA HERNANDEZ, is to  
2 deposited at County Bank located at 550 West Main Street, Merced, California 95340, in the  
3 name of petitioner as trustee for said minor, not to be withdrawn without a certified copy of an  
4 Order of Withdrawal first obtained from the U.S. District Court in this proceeding or upon the  
5 application of ELPIDIA HERNANDEZ, on or after March 4, 2007, when she has attained the  
6 age of majority.

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9           Dated: April 18, 2006

10           /s/ ROBERT E. COYLE  
11           U.S. DISTRICT COURT JUDGE

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